

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

LINDA LENZI, on behalf of herself and all others similarly situated,

Plaintiff,

v.

L.L. BEAN, INC.,

Defendant.

Civil Action No.: 6:23-cv-06117-FPG

DECLARATION OF LINDA LENZI IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT L.L. BEAN, INC.'S MOTION TO DISMISS

DECLARATION OF LINDA LENZI

I, Linda Lenzi, hereby declare as follows:

1. I am the Plaintiff in this action. I am submitting this declaration in support of Plaintiff's opposition to Defendant L.L. Bean, Inc.'s ("L.L. Bean") Motion to Dismiss. This declaration is based on my personal knowledge. As such, I am familiar with the facts set forth herein and, if called as a witness, would and could testify competently to the facts set forth herein. I am willing to appear at any hearing the Court schedules on Defendant's motion to dismiss to answer any questions the Court may have related to the facts set forth herein.

2. I reside in Monroe County, New York.

3. In or about March 2020 shortly before businesses shut down due to the COVID-19 pandemic, I traveled to Eastview Mall in Victor, New York to dine at P.F. Chang's, a restaurant located at this mall, and to visit Vera Bradley, a retail store located at this mall.

4. I do not travel to Eastview Mall often as it takes approximately 30 to 40 minutes to drive there from my residence. When I visit Eastview Mall, I go with the specific purpose of dining at restaurants or shopping at retail stores that are not located near my home. I sometimes

specifically travel to Eastview Mall to dine at P.F. Chang's because the Eastview Mall location is the closest P.F. Chang's restaurant location to my home. Similarly, I occasionally travel to Eastview Mall to shop at the Vera Bradley retail store located therein because it is the closest Vera Bradley retail store to my home.

5. While at Eastview Mall to dine at P.F. Chang's and to shop at Vera Bradley in or about March 2020, I also visited Eastview Mall's L.L. Bean retail store. I visited this L.L. Bean retail store to look for and to purchase waterproof boots for myself. I wanted to purchase waterproof boots so that I could wear them to prevent my feet from getting wet while I am outside in my backyard, which tends to flood during the spring months due to inclement weather.

6. While at the L.L. Bean retail store, I purchased a pair of Women's Storm Chaser Boots for approximately \$100.00 to \$125.00. I purchased this pair of boots because they were labeled as being waterproof. I believe I paid for this pair of boots with cash I had left over from Christmas holiday gifts.

7. In April 2020, I wore the Women's Storm Chaser Boots outside in my backyard on an inclement weather day. While wearing the boots in my backyard on this day, I noticed water starting to leak into the boots and my feet got wet. This is the first time I learned the Women's Storm Chaser Boots were not, in fact, waterproof.

8. By the time I learned in April 2020 that the Women's Storm Chaser Boots I purchased were not waterproof as promised, I had already thrown away the receipt for my purchase of the boots. I normally do not keep receipts unless I think I might need it for some reason. I threw away the receipt because I had no reason to believe that the boots I purchased from L.L. Bean would not be waterproof since the boots were labeled as being waterproof and I knew L.L. Bean had a reputation for making high quality waterproof boots.

9. In April 2020 and for some time thereafter, the L.L. Bean Eastview Mall retail store I purchased the boots from was closed due to a COVID-19 pandemic shutdown. As a result, I could not try to return the boots to this retail store at that time. Nor did I know if L.L. Bean would take the boots back without a receipt. I contemplated trying to return the boots by mail. However, I no longer had the receipt for my purchase and I would have to pay postage to mail the boots to L.L. Bean without knowing whether L.L. Bean would honor a refund without me presenting my receipt of purchase. Because I was not certain L.L. Bean would give me a refund for the Women's Storm Chaser Boots without my receipt of purchase, I decided not spend the postage and try to return the boots by mail.

10. Ultimately, the boots were given to Goodwill or a similar charitable organization in late 2020 or early 2021. Accordingly, I no longer possess the boots.

11. It was not until months after the Women's Storm Chaser Boots I purchased were donated that I learned L.L. Bean outfitted the boots with a zipper that is not waterproof. Once I learned L.L. Bean had deliberately put a non-waterproof zipper on the boots it labeled and sold to me as waterproof, I realized this was not some unintended malfunction. I then decided to pursue this matter for me and all others like me first with a pre-litigation letter to L.L. Bean and then by filing this class action lawsuit.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 26, 2023.



Linda Lenzi